

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
McALLEN DIVISION**

UNITED STATES OF AMERICA,	§	
	§	
Plaintiff,	§	
	§	
versus	§	Civil Action <u>M-19-261</u>
	§	(CDCS: 2014A65219)
Jorge Avila,	§	
	§	
Defendant.	§	

Complaint

1. *Jurisdiction.* The district court has jurisdiction because the United States is a party. *See* U.S. CONST., art III, § 2, and 28 U.S.C. § 1345.
2. *Venue.* The defendant resides in Hidalgo County, Texas, and may be served with process at 2905 Santa Alejandra, Mission, TX 78572.
3. *The Debt.* The debt owed to the United States arose through a promissory note.

The debt on the date of the Certificate of Indebtedness was:

A.	Current principal	\$	3,414.90
B.	Interest (capitalized and accrued)	\$	2,521.24
C.	Administrative fees, costs, penalties (Including \$400.00 Filing fee)	\$	400.00
D.	Attorney's fees	\$	785.00
E.	Balance due	\$	<u>7,121.14</u>
F.	Prejudgment interest accrues at 5.00% per annum being \$0.47 per day.		
G.	The current principal in paragraph 3 A is after credits of \$0.00.		

4. *Default.* The United States has demanded that the defendant pay the indebtedness, and the defendant has failed to pay it.
5. *Prayer.* The United States prays for judgment for:
 - A. The sums in paragraph 3, pre-judgment interest, administrative costs, and post-judgment interest.
 - B. Attorney's fees; and,
 - C. Other relief the court deems proper.

Respectfully submitted,

CERSONSKY, ROSEN & GARCÍA, P.C.

By: /s/ M. H. Cersonsky

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Attorneys for Plaintiff

U. S. DEPARTMENT OF EDUCATION
SAN FRANCISCO, CALIFORNIA

CERTIFICATE OF INDEBTEDNESS #1 OF 1

Jorge Avila
Aka: Jorge Avila Jr.
501 N Bridge St.
Hidalgo, TX 78557-2530
Account No. XXXXX9228

I certify that U.S. Department of Education records show that the BORROWER named above is indebted to the United States in the amount stated below plus additional interest from 07/09/14.

On or about 04/20/97 and 07/16/97, the BORROWER executed promissory note(s) to secure loan(s) of \$1,500.00 and \$2,000.00 from The University of Texas- Pan American at 5.00% interest per annum. The institution made the loan under the Federally-funded National Defense/Direct Student Loan, now Perkins Student Loan, programs authorized under Title IV-E of the Higher Education Act of 1965, as amended, 20 U.S.C. 1087aa et seq. (34 C.F.R. Part 674). The institution demanded payment according to the terms of the note, and the BORROWER defaulted on the obligation on 10/02/99. Due to this default, the institution assigned all rights and title to the loan to the Department of Education.

After the institution credited all cancellations due and payments received, the BORROWER owed the school \$3,414.90 principal and \$1,028.21 interest. This principal and interest, together with any unpaid charges, totaled \$4,532.11. The loan was assigned to the Department on 10/29/05.

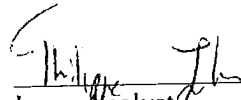
Since assignment of the loan, the Department has credited a total of \$0.00 in payments from all sources, including Treasury Department offsets, if any, to the balance. After application of these payments, the BORROWER now owes the United States the following:

Principal:	\$3,414.90
Interest:	\$2,521.24
Total debt as of 07/09/14:	\$5,936.14

Interest accrues on the principal shown here at the rate of \$0.47 per day.

Pursuant to 28 U.S.C. § 1746(2), I certify under penalty of perjury that the foregoing is true and correct.

Executed on: 7/18/14


Loan Analyst
Litigation Support Unit

